Binns v. *United States*, 194 U. S. 486, 491, 24 Sup. Ct. 816, 817. Moreover, the United States Supreme Court has held corporations to be federal when formed under acts for the District of Columbia. *Knights of Pythias* v. *Kalinski*, 163 U. S. 289, 16 Sup. Ct. 1047. But see *Daly* v. *National Life Ins. Co.*, 64 Ind. 1. The principal case must rest on the proposition that upon the admission of a territory into the Union corporations created under territorial law become *de jure* corporations of the state. See *Kansas Pacific Ry. Co.* v. *Atchison, Topeka & Santa Fé R. Co.*, 112 U. S. 414, 415, 5 Sup. Ct. 208.

INSURANCE — DEFENSES OF INSURER — SUICIDE OF INSURED. — A life insurance policy waived the statutory defense of death by suicide. *Held*, that the waiver was not contrary to public policy. *Mutual Life Ins. Co.* v. *Durden*, 72 S. E. 295 (Ga., Ct. App.). See NOTES, p. 283.

INSURANCE — INSURANCE AGENTS — EFFECT OF DELIVERY OF POLICY TO AGENT. — An application for an insurance policy provided that the insurance should not take effect unless the policy was delivered to the insured. The policy was forwarded to a general agent of the company who failed to deliver it to the soliciting agent because of the indebtedness of the soliciting agent to the company. The applicant died before the policy was handed over to him or to the soliciting agent. *Held*, that there can be a recovery on the policy. *New York Life Ins. Co.* v. *Pike*, 117 Pac. 899 (Colo., Sup. Ct.).

It is generally held that delivery to the agent is delivery to the applicant, since the agent is not the agent to hold the policy for the company, but to hold it for and give it to the applicant. *New York Life Ins. Co.* v. *Babcock*, 104 Ga. 67, 30 S. E. 273; *Hallock* v. *Commercial Ins. Co.*, 26 N. J. L. 268. It is not material that the agent receiving delivery is not the agent who procured the application. *Kilborn* v. *Prudential Ins. Co.*, 99 Minn. 176, 108 N. W. 861. It has been held that the contract of insurance is not complete until communication to the applicant of the acceptance of the application. *Kilcullen* v. *Metropolitan Life Ins. Co.*, 108 Mo. App. 61, 82 S. W. 966; *Busher* v. *New York Life Ins. Co.*, 72 N. H. 551, 58 Atl. 41. But it is generally held that such communication is not necessary. *Hallock* v. *Commercial Ins. Co.*, *supra*; *Kilborn* v. *Prudential Ins. Co.*, *supra*. The correctness of the decisions in the latter cases would seem to depend on whether the application contemplated an acceptance by an act and whether that act had been done. The principal case may be supported on the ground that the application contemplated an acceptance by the act of the delivery of the policy to the insured or the company's agent for him.

INTERSTATE COMMERCE — CONTROL BY STATES — JURISDICTION OF STATE COURT OVER ACTION BY CARRIER TO RECOVER UNPAID BALANCE OF SCHEDULE RATE. — A carrier by mistake charged less for an interstate shipment of freight than the rate scheduled in accordance with the Interstate Commerce Act. *Held*, that the carrier can maintain an action for the difference in a state court. *Baltimore & Ohio Southwestern Ry. Co.* v. *New Albany Box & Basket Co.*, 96 N. E. 28 (Ind., App. Ct.).

Any contract at variance with the schedule rate is void, and the carrier may recover the sum due him under the Act. *Louisiana Ry. & Navigation Co.* v. *Holly*, 127 La. 615, 53 So. 882. *Cf. Texas & Pacific Ry. Co.* v. *Mugg*, 202 U. S. 242, 26 Sup. Ct. 628. In the absence of federal regulation to the contrary, state courts may entertain suits arising from interstate commerce. *Midland Valley R. Co.* v. *Hoffman Coal Co.*, 91 Ark. 180, 120 S. W. 380; *Western Union Tel. Co.* v. *Call Publishing Co.*, 181 U. S. 92, 21 Sup. Ct. 561. Federal statutes may be enforced in state courts. *Central of Georgia Ry. Co.* v. *Sims*, 169 Ala. 295, 53 So. 826; *Bradbury* v. *Chicago, R. I. & P. Ry. Co.* 149 Ia. 51, 128 N. W. 1.

Section 9 of the Interstate Commerce Act, however, deprives state courts of jurisdiction over shippers' suits for its violation. *Van Patten* v. *Chicago, M. & St. P. R. Co.*, 74 Fed. 981; *Copp* v. *Louisville & Nashville R. Co.*, 43 La. Ann. 511, 9 So. 441. The fact that the carrier sues in the principal case would seemingly take it out of this section and be a short ground for the decision. The court, however, goes on the broader but correct theory that the carrier sues for services rendered and not for the violation of the statute, which merely annuls the agreement as to special charges and fixes the amount of recovery. *Georgia R. Co.* v. *Creety*, 5 Ga. App. 424, 63 S. E. 528. *Cf. Gerber* v. *Wabash R. Co.*, 63 Mo. App. 145. An analogous situation where the state court's jurisdiction is clear arises in suits by the shipper, in which, to avoid the defense of special contract, he relies upon a federal statute forbidding limitation of the carrier's common-law liability. *Galveston, H. & S. A. Ry. Co.* v. *Piper Co.*, 52 Tex. Civ. App. 568, 115 S. W. 107; *Fry* v. *Southern Pacific Co.*, 247 Ill. 564, 93 N. E. 906.

LIMITATION OF ACTIONS — ACCRUAL OF ACTION — BREACH OF CONTRACT TO MAKE GIFT AT DEATH IN CONSIDERATION OF SERVICES DURING LIFE. — The plaintiff promised to take the defendant's testatrix into her house and care for her as long as she lived, and the latter promised to give the plaintiff $70 per month and $20,000 at her death. In 1900 the defendant's testatrix left the plaintiff's house and made a similar agreement with the defendant, with whom she remained till her death in 1907, and to whom she left her property. The plaintiff now brings suit for her legacy and the defendant pleads that the action is barred by the Statute of Limitations. *Held*, that the plaintiff can recover for the breach of contract by the testatrix. *Ga Nun* v. *Palmer*, 46 N. Y. L. J. 257 (N. Y., Ct. App., Oct. 3, 1911).

The decision in this case is reached by applying the doctrine of anticipatory breach, whereby, when one party to a contract repudiates it before the time set for performance, the other may sue immediately or await the time when performance is due. *Frost* v. *Knight*, L. R. 7 Exch. 111. See *Howard* v. *Daly*, 61 N. Y. 362, 374. It follows that, if the injured party elects not to sue, the Statute of Limitations will not begin to run until the time appointed for performance. *Foss-Schneider Brewing Co.* v. *Bullock*, 59 Fed. 83. There is difficulty, however, in applying this reasoning to the principal case, for the breach alleged is not anticipatory. Even where the theory of anticipatory breach is rejected, it is held that when one party by refusing necessary coöperation prevents the other from performing, the injured party can at once sue for the breach of the implied promise not to prevent performance and recover in damages the present value of his entire claim. *Edwards* v. *Slate*, 184 Mass. 317, 68 N. E. 342; *Parker* v. *Russell*, 133 Mass. 74. The earlier New York decisions recognized this principle and held that the statute began to run immediately. *Bonesteel* v. *Van Etten*, 20 Hun (N. Y.) 468; *Henry* v. *Rowell*, 31 N. Y. Misc. 384, 64 N. Y. Supp. 488, aff'd in 63 N. Y. App. Div. 620, 71 N. Y. Supp. 1137. *Cf.* 24 HARV. L. REV. 676.

LIMITATION OF ACTIONS — OPERATION AND EFFECT OF BAR BY LIMITATION — RIGHT TO CONTRIBUTION OF CO-OBLIGOR ON NOTE UNDER SEAL. — The plaintiff and the defendant executed a joint note under seal, which the plaintiff paid in full, taking an assignment to himself. Suit was brought for contribution after the period of limitation as to actions on simple contracts had expired, but before the expiration of the period for actions in equity and on contracts under seal. *Held*, that the plaintiff's claim is barred. *Liverman* v. *Cahoon*, 72 S. E. 327 (N. C.).

The general rule is that a co-obligor who has paid the joint obligation is entitled to be subrogated to all the rights and remedies against the defaulting